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## A G R E E M E N T

Between

CITY OF BAYONNE

and

FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION

LOCAL NO. 11

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EFFECTIVE: January 1, 1988 through December 31, 1990

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## INDEX

<u>Article</u>	<u>Description</u>	<u>Page</u>
	Preamble . . . . .	1
I	Recognition and Areas of Negotiations . .	1
II	Hours of Work and Overtime . . . . .	2
III	Vacations . . . . .	4
IV	Leaves of Absence . . . . .	9
V	Wages . . . . .	11
VI	Insurance . . . . .	16
VII	Grievance Procedure . . . . .	19
VIII	Labor-Management Committee . . . . .	22
IX	Agency Shop and Dues Deduction . . . . .	22
X	Management Rights . . . . .	24
XI	Rules and Regulations . . . . .	25
XII	Promotional Exams . . . . .	26
XIII	Responsibilities of Parties to This Agreement . . . . .	27
XIV	All Inclusive Contract . . . . .	27
XV	Savings Clause . . . . .	28
XVI	Records. . . . .	28
XVII	Union Visitation . . . . .	28
XVIII	Duration . . . . .	29
	Signature Page . . . . .	30

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PREAMBLE

This Agreement, made March 1, 1988 and effective as of the 1st day of January, 1988, by and between the City of Bayonne, New Jersey, hereinafter referred to as the City, and the Firemen's Mutual Benevolent Association, Local No. 11, hereinafter referred to as the Union, is designed to maintain and to promote a harmonious relationship between the City of Bayonne and such of its employees who are within the provisions of this Agreement, through collective negotiations, in order that more efficient and progressive public service may be rendered.

ARTICLE I

RECOGNITION AND AREAS OF NEGOTIATIONS

Section 1. Recognition. The City hereby recognizes the Union as the exclusive representative and bargaining agent for the bargaining unit, consisting of firemen within the Bayonne Fire Department.

Section 2. Areas of Negotiations. This Agreement, subject to statutory provisions, shall govern all wages, hours, fringe benefits and other conditions of employment hereafter set forth. It will also govern the procedures for adjustments of disputes and grievances, and all other related matters.

Section 3. The members of the Executive Committee, which shall consist of the President, Secretary and the State

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Delegate, shall be granted permission to attend the local regular monthly meetings or any special meeting, if such meetings are held when they are working. However, the granting of this permission is subject to the approval of the Fire Chief based on the manpower needs of the Fire Department. Such permission shall not be unreasonably withheld.

Section 4. The City agrees to grant the necessary time off to the duly elected legislative representatives of the Union in accordance with N.J.S.A. 11:26c-4, such as attendance at State Conventions, provided one (1) month's notice is given to the Chief of the Fire Department. However, the granting of this permission is subject to the approval of the Fire Chief based on the manpower needs of the Fire Department. In accordance with past practice the granting of such permission to a reasonable number of delegates shall not be withheld.

## ARTICLE II

### HOURS OF WORK AND OVERTIME

Section 1. Other than those employees of the Fire Department assigned to administrative or specialized duties as designated by the Chief of the Fire Department, all members of the Fire Department shall, except in the case of emergency as shall be determined by the Chief of the Fire Department, work a schedule consisting of two 10-hour day shifts followed by 48 hours off, and then to be followed by two 14-hour night shifts followed by 72 hours off. This schedule shall be accomplished

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in periods of eight-day rotating cycles and shall, over a period of eight (8) weeks, average forty-two (42) hours per week per member of the Fire Department as aforesaid.

Section 2. Overtime

(a) Whenever an employee works in excess of his regularly scheduled work week or work schedule as provided for in Article II, Section 1, he shall receive compensation at time and one-half (1-1/2) his regular straight time pay, or compensatory time off at time and one-half by mutual consent. If time off is not agreed to, then the employee will receive pay in lieu thereof. Overtime pay occurs only when an employee is held over the normal work shift. If less than a half hour, no pay; if more than a half hour, pay will be hour for hour or portion thereof, including the first half hour. Example: From 6:00 to 6:30 no pay, from 6:00 to 6:40 one hour's overtime pay.

(b) An overtime roster shall be posted in headquarters so that employees will know when their turn is approaching. The roster shall show the dates of call and the responses for each person called as to whether overtime was refused or accepted. If a man refuses he will automatically be passed by until a complete cycle has been made. Employees who have not been contacted because of sickness or vacation shall not lose their place on the roster. This section is not applicable with regard to overtime assigned to employees possessing specialized or needed skills.

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(c) On recall there will be a minimum of four hours at time and one-half (1-1/2) regular straight time rate of the employee recalled. If held more than four hours, the additional time on duty will be paid at time and one-half (1-1/2) his regular straight time rate.

(d) Recall will be from the next due in group, and will be from a group alphabetical list. The Deputy Chief in charge of that group will maintain and follow or will see to it that such a list is maintained and followed.

### Section 3. Acting Assignments

(a) Whenever a Captain or Lieutenant is unavailable for duty and the Chief or his designee fills that vacancy with a fireman, the Deputy Chief in charge of that group will select the fireman to fill the vacancy and the fireman so selected shall be compensated at the minimum base rate of a Lieutenant plus the fireman's longevity entitlement for the first full shift and for all additional time served thereafter in that capacity.

## ARTICLE III

### VACATIONS

Section 1. The vacation schedule and benefit applicable to all First Grade Fire Fighters covered by this Agreement shall be in accordance with the following terms:

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(A) Standards

The Fire Department vacation schedule will consist of 22 vacation periods for each of the four work groups. Each member assigned to these four work groups will receive 24 work days of vacation. The work days will be divided into three 8 day periods. The 8 work days in each period will be comprised of four 10 hour days and four 14 hour nights for a total of 96 work hours per period. Each 8 work day vacation period will begin after a 14 hour night shift. The vacation period will terminate on the first scheduled 10 hour work day immediately following the 8 work days off. The 12 calendar days in lieu of paid holidays allowed each member will be part of his 24 work days of vacation. The schedule of 22 vacation periods will be accomplished between January 1 and December 31 in each year. All of the work days in any of the 22 vacation periods must fall within these dates. If vacation periods are selected consecutively, the department shall not be liable for any off days lost. The fire department's liability shall be limited to a total of 24 work days only.

(B) Schedule

(1) The method of selection shall be by paired companies and headquarters personnel (i.e. two Dispatchers and one Chief's Aide). Drawings will be held within groups by the pairing of companies in the following manner:

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Engine Company #1 and Engine Company #5

Engine Company #2 and Truck Company #1

Engine Company #3 and Truck Company #2

Engine Company #4

Engine Company #6 and Truck Company #3

Headquarters (2 Dispatchers and 1 Aide)

When there are more than 6 firefighters in a paired company, the extra firefighter shall be assigned to Engine Company #4 for vacation draw. The assigning of these firefighters shall be done by the Deputy Chief in charge of the group.

(2) Each firefighter is entitled to three vacation periods. The selection of these vacations can be either by the agreement of all participant members or by the process of drawing. When selecting, whether by draw or agreement, the participant may choose any one of the twenty-two periods not already chosen by another member. Members will be subject to recall with their respective group after the actual working days of the vacation period are completed, so that there would not be members from two vacations periods in a group exempt from recall. In order to maintain manpower during peak vacation periods, personal days may be curtailed or eliminated during these periods, at the discretion of the Deputy Chief in charge of the group so affected. The Deputy Chiefs in each group shall supervise, regulate, control and keep records of

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the vacations in their respective groups. There shall be no more than one firefighter on vacation in a vacation period from each of the paired companies. The number of firefighters on vacation in any one period shall not exceed six (6).

(3) Member of the uniformed force assigned to special details and to staff functions and who are not assigned to any of the paired companies listed in section 2b above shall have their vacations administered, controlled, regulated and supervised by the Office of the Chief of the Department. The maximum number of firefighters (6) allowed out during any one vacation period may be exceeded only with the sanction, the approval, and at the discretion of the office of the Chief of the Department.

(C) Holidays

(1) All firefighters, during the calendar year of their appointment, shall be entitled to one day in lieu of paid holidays, for each month after the month of their appointment to the end of the calendar year. These days shall be calendar days, (i.e. a firefighter appointed in January would receive all 11 calendar days.)

(2) All firefighters shall, in their second calendar year of their appointment, receive one vacation period of 8 work days.

(3) All firefighters shall, in their third calendar year of their appointment, receive two vacation periods of 8 work days.

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(4) All firefighters shall, in their fourth calendar year of their appointment, receive three vacation periods of 8 work days.

(5) The vacation periods for all firefighters until the fourth calendar year of their appointment shall be assigned to the firefighter at the discretion of the Deputy Chief in charge of the group.

Section 2. Vacation for New Hires. All newly hired firefighters shall be entitled to vacation benefits in accordance with the terms set forth above, and shall have their vacations assigned by the Deputy Chief in charge promptly after vacation periods have been selected by the other members of the Department covered by this Agreement.

Section 3. Allowance in Lieu of Vacation. Whenever any fireman dies having to his credit any annual vacation leave properly accumulated, there shall be calculated and paid to his estate a sum of money equal to the compensation which would have been received by the fireman during such period of vacation leave had the fireman lived. No vacation leave will be granted to those on extended sick leave.

Section 4. Personal Days. Subject to the needs of the Department and with the consent of the Chief of the Fire Department, firefighters shall receive three (3) personal days per calendar year. These days are non-cumulative and must be

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taken during each calendar year. Except in emergency circumstances, firefighters shall request personal leave days at least 72 hours in advance and shall be advised as promptly as possible as to whether or not the personal leave day can be granted. Effective January 1, 1988, unused personal days will be paid for at the end of each contract year on the basis of a twelve (12) hour day.

When manpower needs permit, personal days may be used for Thanksgiving, Christmas Eve, Christmas, New Year's Eve, and Easter in accordance with the following procedure:

The Chief shall determine the number of firefighters who can be excused from regularly scheduled duty on the specified holidays, and there shall be a random draw among the firefighters who wish to use a personal day on any of the specified holidays. This random draw selection shall be conducted as soon after the start of the calendar year as possible for purposes of advance planning, and once the random draw is complete no other firefighters will be permitted to use personal days on any of the specified holidays unless mutually agreed to by the City and the Union.

#### ARTICLE IV

#### LEAVES OF ABSENCE

Section 1. Leave Without Pay. Any fireman may be granted, with the approval of the Director or the Chief, leave of short

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duration without pay provided he shall make such request to the Chief at least ninety-six (96) hours in advance of the day or dates for which such leave is desired, with an accurate statement for such request. In the event of an emergency, only reasonable notice for such request will be required.

Section 2. Military Leave. According to the Civil Service Rules revised edition April 1971, Rule 4:1-17-3 or as prescribed by law.

Section 3. Special Leave. No fireman shall be permitted to exchange a tour of duty or portion thereof with another member, without the written approval of the Chief of the Fire Department. Application for such permission to voluntarily exchange tours of duty must be based on good and sufficient reason. No application shall be forwarded for permission to exchange more than one tour of duty at any one time.

Section 4. Sick Leave. Whenever a fireman is absent due to sickness for more than two (2) working days, a doctor's certificate can be required. A doctor's certificate is required for frequent and habitual absence from duty and when, in the judgment of the Chief of the Department, there is reasonable cause for requiring a doctor's certificate. Any fireman absent one month due to sickness shall be subject to physical examination by the Doctor assigned by the Fire Chief. Said report is to be forwarded to the Director of Public Safety

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for review and consideration as to fitness to work. Firemen are subject to physical examination by the Department Doctor at any time after an absence due to sickness.

Section 5. Funeral Leave. Special leave will be granted to a member in case of death of his wife, child, parent, grandparent, brother, sister, current mother-in-law and current father-in-law. Members so excused shall report for duty at their next regularly scheduled tour of duty after the date of the funeral.

#### ARTICLE V

##### WAGES

Section 1. The salary schedule for all firemen recognized as being represented by the FMBA shall be as follows:

Effective first pay in January, 1988	\$29,295
Effective first pay in July, 1988	29,880
Effective first pay in January, 1989	31,076
Effective first pay in July, 1989	32,319
Effective first pay in January, 1990	33,288
Effective second pay in July, 1990	34,500

Section 2. Notwithstanding any of the foregoing, anyone appointed after September 1, 1977 to the position of fireman shall be paid during the term of this Agreement in accordance with the salary schedule set forth below:

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	<u>Effective First Pay in January 1988</u>	<u>Effective First Pay in July 1988</u>	<u>Effective First Pay in January 1989</u>
Starting Salary	\$19,425	\$19,813	\$20,606
Commencing the first pay day of the first payroll period following the first anniversary of his appointment	20,916	21,334	22,187
Commencing the first pay day of the first payroll period following the second anniversary of his appointment	22,407	22,855	23,769
Commencing the first pay day of the first payroll period following the third anniversary of his appointment	24,633	25,125	26,130
Commencing the first pay day of the first payroll period following the fourth anniversary of his appointment	26,911	27,449	28,547
Commencing the first pay day of the first payroll period following the fifth anniversary of his appointment			First Grade Salary

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	<u>Effective First Pay in July 1989</u>	<u>Effective First Pay in January 1990</u>	<u>Effective Second Pay in July 1990</u>
Starting Salary	\$21,430	\$22,073	\$22,845
Commencing the first pay day of the first payroll period following the first anniversary of his appointment	23,075	23,767	24,599
Commencing the first pay day of the first payroll period following the second anniversary of his appointment	24,719	25,461	26,352
Commencing the first pay day of the first payroll period following the third anniversary of his appointment	27,175	27,990	28,970
Commencing the first pay day of the first payroll period following the fourth anniversary of his appointment	29,688	30,579	31,649
Commencing the first pay day of the first payroll period following the fifth anniversary of his appointment			First Grade Salary

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Section 3. Increments. All firemen with at least five (5) years service shall, in addition to the salary set forth in

Article V, Section 1, receive additional salary payments as follows, on the dates indicated below:

(a) All firemen who have been employed for a period of at least five (5) years shall receive an additional 2% of their base pay as a longevity salary increment. The payment of said increment shall commence on the first day of the first payroll period following the fifth anniversary of said member's employment.

(b) All firemen who have been employed for a period of at least ten (10) years shall receive an additional 4% of their base pay as a longevity salary increment. The payment of said increment shall commence on the first day of the first payroll period following the tenth anniversary of said member's employment.

(c) All firemen who have been employed for a period of at least fifteen (15) years shall receive an additional 6% of their base pay as a longevity salary increment. The payment of said increment shall commence on the first day of the first payroll period following the fifteenth anniversary of said member's employment.

(d) All firemen who have been employed for a period of at least twenty (20) years shall receive an additional 8% of their base pay as a longevity salary increment. The payment of said increment shall commence on the first day of the first payroll period following the twentieth anniversary of said member's employment.

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(e) All firemen who have been employed for a period of at least twenty-two (22) years shall receive an additional 10% of their base pay as a longevity salary increment. The payment of said increment shall commence on the first day of the first payroll period following the twenty-second anniversary of said member's employment.

Section 4. Clothing Allowance. The firemen shall in addition to their salaries, be paid the sum of seven hundred fifty (\$750) dollars per year as an allowance for the purchase, care, and replacement of uniforms. The said sum shall be paid in two installments to such members or retired members, who have been in the position mentioned above during the six month period immediately preceding the dates when payments shall come due. One-half of the clothing allowance shall come due and payable on the first day of July, and the other one-half shall come due and payable on the twenty-second day of December, in each year. For the purposes of this Section, the six-month period prior to the first day of July shall be deemed to commence on the first day of January and the six-month period prior to the twenty-second day of December shall be deemed to commence on the first day of July.

Section 5. Payroll Checks. Payroll checks shall be delivered by approximately 9:00 A.M. barring unforeseen emergencies.

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ARTICLE VI

INSURANCE

Section 1. Accidental Death and Dismemberment. All employees shall receive the following city-wide group insurance coverage and benefits now subscribed for as follows:

(a) City-wide group non-contributory life and accidental death and dismemberment insurance coverage in the amount of:

City-wide group straight life insurance of \$2,000, except for those members 65 years or older whose coverage shall be \$1,000.

City-wide group accidental death and dismemberment insurance of \$2,000, except for those members 65 years or older whose coverage shall be \$1,000.

(b) The City agrees to provide, at no cost to the employee, city-wide group Blue Cross and Blue Shield coverage including Rider "J" for such employees as presently subscribed for as defined under the respective city-wide group policies of insurance.

(c) The City also agrees to provide non-contributory city-wide group Major Medical expense insurance as presently subscribed for to said employees with a lifetime maximum benefit of \$100,000.

(d) The City will assume and pay the cost of the employees' existing hospitalization insurance coverage for dependents.

Section 2. Hospitalization for Retirees. During the term of this Agreement, the Hospitalization Insurance reimbursement benefit for retirees implemented for all firemen covered by the contract in 1987 shall be continued in accordance with the terms and conditions set forth in the 1985-1987 contract

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between the parties. All firemen covered by this contract shall also be entitled to a Hospital Insurance reimbursement benefit in accordance with the following terms and conditions:

(a) Eligibility - Employees must have been actively employed as a fireman for the City of Bayonne on or after January 1, 1985 and must have at least 25 years of service with the City of Bayonne; and must be at least 55 years of age; and must not be on disability or early retirement. Employees who otherwise qualify for coverage but who retire before age 55 shall be entitled to receive coverage under this plan upon reaching age 55. This benefit will only be provided for those retirees meeting the eligibility requirements who do not have hospitalization insurance coverage from another source, and eligible retirees shall cooperate in good faith with the City to verify that no other source of insurance coverage is provided for them.

(b) Duration - This benefit will only be provided until the eligible retiree reaches age 65. If an eligible retiree dies prior to age 65 and leaves a surviving spouse who was receiving benefits under this plan, such surviving spouse shall continue to receive coverage under this plan as herein defined until the spouse reaches age 65 or obtains insurance coverage from another source.

(c) Description - This benefit shall include or be substantially equivalent to the State Health Benefits plan of Blue Cross, Blue Shield, Major Medical and Rider J for the retiree or for Husband and Wife only, whichever is applicable.

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(d) Premium Payments - During the first year of this Agreement (1988), the City shall be obligated to contribute to the cost of premiums to the maximum amount of \$1,300.00 per year per retiree. During the remaining term of this Agreement (1989-1990), the City shall be obligated to contribute up to seventy-five (75%) percent of the cost of coverage for a husband and wife under the State Health Benefits plan. If the seventy-five (75%) percent contribution is sufficient to pay the entire cost of single coverage for an eligible retiree who seeks only single coverage, then the entire cost of single coverage for such retiree will be paid for by the City. In no event, however, shall the total contribution by the City exceed one (1%) percent of base salaries paid to firemen covered by the terms of the contract during any calendar year in which this plan is in effect. If the contributions by the City are not sufficient to pay for the entire cost of premiums, suitable arrangements must be made for payment of the balance of premiums in order for an otherwise eligible retiree to receive this benefit.

Section 3. Effective July 1, 1988, the City shall implement a dental plan for employees covered by this contract which is the same as the plan provided for the City's police officers with premiums paid for by the City.

Section 4. Effective July 1, 1988, the City will implement a One (\$1.00) Dollar co-payment family prescription plan which is the same as the plan provided for the City's police officers.

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ARTICLE VII  
GRIEVANCE PROCEDURE

Section 1. No permanent employee shall be removed, dismissed, discharged, suspended, fined, reduced in rank or disciplined in any other matter except for just cause. If any employee is disciplined and in the judgment of the FMBA that such action was taken by the City without just cause, or if a dispute arises concerning an employee(s) wages, hours or conditions of employment, which wages, hours and conditions are controlled by this Agreement, or which are provided for in any statute, ordinance, rule or regulation of the Fire Department, adjustments shall be sought by the FMBA as follows:

(a) The FMBA shall submit such grievance in writing to the Assistant to the Chief of the Fire Department within ten (10) days of the occurrence or event giving rise to the grievance. Within five (5) days after said Assistant to the Chief or his designated representative shall arrange to meet with the representatives of the Union for the purpose of adjusting or resolving such grievance.

(b) If such grievance is not resolved to the satisfaction of the FMBA by the Assistant to the Chief or his designated representative within five (5) days after such meeting, the FMBA may present such grievance in writing within seven (7) days thereafter, to the Chief of the Fire Department. Within seven (7) days after the Chief receives such grievance, the

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Chief shall arrange to meet with the representatives of the FMBA for the purpose of adjusting or resolving such grievance.

(c) If such grievance is not resolved to the satisfaction of the FMBA by the Chief within five (5) days after such meeting, the FMBA may present such grievance in writing within seven (7) days thereafter to the Director of Public Safety. Within seven (7) days after the Director of Public Safety receives such grievance, the Director shall arrange to meet with the representatives of the FMBA for the purpose of adjusting or resolving such grievance.

(d) If a such grievance is not resolved to the satisfaction of the FMBA by the Director within five (5) days after such meeting, and does not involve a matter which is statutorily mandated to be reviewed by the Civil Service, the FMBA may present such grievance in writing within seven (7) days thereafter to an arbitrator agreed upon by the parties. The cost of arbitration shall be borne by the City and the Firemen's Mutual Benefit Association, Local No. 11 equally.

(e) In a dispute involving disciplinary action which is not required to be reviewed by Civil Service, the arbitrator so selected shall have the power to uphold the action of the City or to rescind or modify such action, and such power shall include but shall not be limited to the right to reinstate a suspended employee with full back pay, less any income he might have earned during such suspension.

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(f) The time limits specified in the preceding sections of this Article shall not include Saturdays, Sundays or holidays and such time limits may be extended by mutual agreement of all parties. The steps provided for herein may be waived by mutual agreement of all parties.

(g) If a grievance is not submitted within the prescribed time limits as herein before provided, including the provisions for time limit extensions, it shall be deemed settled. If the City fails to meet and/or answer any grievance within the prescribed time limits as herein before mentioned, including the provisions for time limit extensions, such grievance may be processed to the next step.

Section 2. The decision of the arbitrator shall be final and binding on the City, the FMBA and the employee or employees involved, except in matters involving interpretation of our State statutes or decision of our State courts.

Nothing contained herein shall be construed to deny any individual member his right to appeal under Civil Service rules or regulations, except if he should elect to pursue the arbitration procedure provided for in Article VII, Section 1(d). An employee may only pursue his remedy through arbitration where Civil Service review is not applicable.

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## ARTICLE VIII

### LABOR-MANAGEMENT COMMITTEE

The parties agree to establish a Labor-Management Committee consisting of two representatives from the Union and two representatives from management. The purpose of this Committee is to resolve questions or problems which may arise from time to time between management and the Union, and to discuss and develop programs and policies to improve productivity and service of the Department. The Committee by mutual consent shall have the discretion to establish appropriate policies and procedures for the conduct of its business.

## ARTICLE IX

### AGENCY SHOP AND DUES DEDUCTION

Section 1. Any permanent employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, and any new permanent employee who does not join within thirty (30) days of initial employment within the unit, and any permanent employee previously employed within the unit who does not join within ten (10) days of reentry into employment with the unit shall, as a condition of employment, pay a Representation Fee to the Union by automatic payroll deduction. The Representation Fee shall be in an amount equal to eighty-five percent (85%) of the regular Union membership dues, fees and assessments as certified to the Employer by the Union. The Union may revise

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its certification of the amount of the Representation Fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the Representation Fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the Employer. For the purposes of this provision, employees employed on a ten (10) month basis or who are reappointed from year to year shall be considered to be in continuous employment.

Section 2. The City, after receipt of written authorization from each individual employee, shall deduct the dues from each pay period as presently deducted and shall transmit them monthly to the Treasurer of the FMBA.

Section 3. In making the deductions and transmittals as above specified, the City shall rely upon the most recent communication from the FMBA as to the rate of monthly dues and the proper amount of initiation fee.

Section 4. The written authorization referred to in this Article shall be irrevocable for the period of one (1) year or until the termination date of the applicable collective bargaining agreement between the FMBA and the City, whichever is the shorter period.

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Section 5. The FMBA agrees that it will indemnify and save harmless the City against any and all actions, claims, demands, losses or expenses (including reasonable attorney's fees) in any matter resulting from action taken by the City at the request of the FMBA under this Article.

#### ARTICLE X

##### MANAGEMENT RIGHTS

Section 1. It is understood and agreed that the City possesses the sole and exclusive right to conduct the Fire Department's operations, to manage and direct the affairs of the Fire Department, to fulfill its lawful obligations and that all management rights repose in it. The Fire Department shall have control of its operations and shall not be interfered with by the FMBA in the operations or requirements of its facilities, including but not limited to the present practices related to fire fighting, fire prevention, fire watch, rescue, ambulance service, funeral and parade detail, training and drilling, salvage, overhaul work, care and maintenance of fire fighting equipment and apparatus, touch-up, paint and maintenance (excluding walls and ceilings) of the quarters in a clean, safe and sanitary manner.

Section 2. It is further agreed and understood that all rights of management are retained by the City and the Fire Department unless otherwise specifically restricted by this Agreement. This right shall include but shall not be limited to, the right to:

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- (a) Direct the employees;
- (b) Hire, promote, transfer and assign;
- (c) Suspend, demote, discharge, or take other disciplinary action for good and just cause.

Section 3. Memorial Day Parade Detail. : The parties confirm that they have made a new agreement with respect to parade detail for Memorial Day and have revoked and cancelled any prior practices, understandings and agreements on this subject. The terms of this new agreement are as follows:

- A. The City shall have the right to order any "on duty" Company to march in the Memorial Day Parade with its apparatus without additional compensation in either time off or pay.
- B. Firefighters who are "off duty" may volunteer to march in the Memorial Day Parade, and the Union will cooperate with the City by requesting its members to volunteer to march in the parade. No extra compensation in either time off or pay shall be provided in cases where firefighters volunteer to march in the parade.

## ARTICLE XI

### RULES AND REGULATIONS

Section 1. The City may establish and enforce reasonable and just rules and regulations in connection with its operation of the Fire Department and maintenance of discipline. Prior to

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any change in the rules and regulations, such changes shall be discussed with the Firemen's Mutual Benevolent Association.

It is understood that employees shall comply with all such rules and regulations. Employees shall promptly and efficiently execute the instructions and orders of officers and superiors. If an employee or employees believe a rule, regulation, instruction or order of an officer or other superior is unreasonable or unjust, the employee or employees shall comply with the rule, regulation, order or instruction, but with the further provision that such employee or employees may regard the rule, regulation, order or instruction as a grievance which shall be handled in accordance with the grievance procedure set forth in this contract.

Section 2. In the event that an employee or employees shall refuse to comply with a rule or regulation, or shall refuse to execute promptly and efficiently an instruction or order of an officer or other superior, the City shall have the right, at its option, to suspend or discharge the offending employee or employees, subject only to the right of the employee or employees to have the suspension or discharge treated as a grievance. This shall not operate as a stay of the suspension or discharge.

## ARTICLE XII

### PROMOTIONAL EXAMS

Section 1. A promotional list for the position of Lieutenant shall be established every three (3) years.

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## ARTICLE XIII

### RESPONSIBILITIES OF PARTIES TO THIS AGREEMENT

Section 1. It is recognized that the need for continued and uninterrupted operation of the City's departments and agencies is of paramount importance to the citizens of the community and that there should be no interference with such operation.

Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement, parties hereto agree that there will not be and that the FMBA, its officers, members, agents, or principals will not engage in, encourage, sanction, or suggest strikes, slowdowns, lockouts, mass resignations, mass absenteeism, picketing, demonstrations, or other similar action which would involve suspension of or interference with normal work performance.

Section 2. The City shall have the right to discipline or discharge any employee encouraging, suggesting, fomenting or participating in a strike, slowdown, picketing demonstrations, or other such interference.

## ARTICLE XIV

### ALL INCLUSIVE CONTRACT

Section 1. This Agreement, in its entirety, contains all the benefits employees are entitled to, notwithstanding the established past practices in existence prior to this Contract.

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## ARTICLE XV

### SAVINGS CLAUSE

Section 1. Should any part or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or any decree of court or competent jurisdiction, such invalidation of such part or portion thereof, shall not invalidate the remaining portion of this Agreement.

## ARTICLE XVI

### RECORDS

Section 1. Department Records. A copy of the daily work roster will be given to the FMBA. The FMBA may purchase copies of prior daily work rosters.

Section 2. Overtime Records. A call list shall be established to equalize overtime, wherever possible, except when the overtime requires a special skill, knowledge or expertise, and in such cases, the employee meeting these qualifications will be given the overtime.

## ARTICLE XVII

### UNION VISITATION

Section 1. Upon prior notice to the office of the Deputy Chief and with the permission of the Captain in command of the House, an FMBA official shall have access to the premises to handle grievances in accordance with the terms of this Agreement.

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## ARTICLE XVIII

### DURATION

This Agreement shall extend through December 31, 1990. Either party wishing to terminate, amend or modify such agreement must so notify the other party in writing sixty (60) days prior to such expiration date. Within fifteen (15) days of the receipt of the notification by either party, a conference shall be held between the City and the Union's negotiating committee for the purpose of such amendment, modification or termination of said Agreement.

In the event neither party serves such written notice of desire or intention to terminate, amend or modify this Agreement on or before the aforementioned sixty (60) days prior to expiration of this Agreement, then the duration of this Agreement shall continue for one (1) additional year.

The provisions of this Agreement requiring payment of any sum of money are subject to approval by the Municipal Council by ordinance. This Agreement is further subject to appropriations being available for any of the purposes hereinabove mentioned, and if not available, the City agrees to exert its bona fide and lawful efforts to obtain such appropriations. The parties agree that the payment of new benefits or additional benefits will not commence until the

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date of ratification by the employees. This Agreement is also subject to the provisions of any state law, court decisions, statutes, civil service rules and regulations which shall prevail.

**ATTEST:**

**CITY OF BAYONNE**

Marvin A. Eger

Bv: *A. Brown*

**ATTEST:**

FIREMEN'S MUTUAL BENEVOLENT  
ASSOCIATION, LOCAL NO. 11

Jurkut J. Somons

By: George Kling

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